

out in 42 Code of Federal Regulations Section 431.306, Hawaii Revised Statutes 346-10, and Chapter 601 of Title 17, Administrative Rules, et seq. Disclosures not authorized therein are prohibited except with the specific written consent of applicant, recipient, a minor's parent, or a legal guardian. Violation of this provision may constitute a misdemeanor under HRS 346-111. Disclosure procedures adopted jointly are described in the individual attachments.

10. Certification of Unavailability of Services Without Cost

The PROVIDER certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients in the community.

11. Amendments

The provisions of this Agreement may be amended upon written request of either party subject to the agreement of the other. The party requesting an amendment will allow thirty (30) days for consideration and approval of the request.

All amendments shall be reduced to writing, duly signed and dated, and attached to the original of this Agreement. All provisions of all such amendments attached to the original shall be considered a modification of this Agreement.

12. Disputes Between the DEPARTMENT and the PROVIDER

In the event of any dispute between the DEPARTMENT and the PROVIDER, concerning any matter arising

under this Agreement, which cannot be resolved by mutual agreement between the parties within thirty (30) days, such dispute shall be submitted to the Attorney General of the State for resolution.

13. Termination or Reduction of Agreement

a. Termination at Will with Notice.

This Agreement may be terminated by either party at any time, with or without cause, upon sixty (60) days notice, in writing, and delivered by mail or in person to the other, provided, that any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued.

b. Termination or Reduction Because of Lack of Funds.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated or amended by the DEPARTMENT without the consent of the PROVIDER upon written notice by the DEPARTMENT that the level of State or Federal funds available to support the DEPARTMENT's medical assistance programs are about to be or have been reduced, provided, however, that any such termination or amendment shall be without prejudice to any obligations or liabilities of either party already accrued.

Any termination shall be effective ten (10) days after the written notice is sent by certified mail.

ATTACHMENT B

MATERNITY AND INFANT CARE PROJECT

Medical Eligibility and Services Available

1. To any woman living in a Project area who requests family planning services including contraceptive supplies and medical counsel on infertility.
2. To any pregnant woman living in a Project area who needs:
 - a. Pre-natal diagnosis and pre-natal care, except in a hospital.
 - b. Post-natal care after return from the hospital;
 - c. Public health nursing (for enrolled patients)*;
 - d. Nutrition counselling (for enrolled patients)*;
 - e. Social casework to supplement services available from other agencies (for enrolled patients)*;
 - f. Drugs prescribed by the Project physician;
 - g. Assistance with transportation to and from project authorized health services, when not otherwise available, and babysitting*;
 - h. Any other ambulatory care needed for a pregnancy-related or pregnancy-threatening condition. Hospitalization is specifically excluded**.
 - i. Dental examination and necessary treatments during pregnancy and six weeks after termination of pregnancy.
3. To every financially eligible Project maternity patient having a condition which is determined as high risk under Project guidelines, the following additional services:
 - a. Complete medical and surgical care for pregnancy-related or pregnancy-threatening conditions, throughout the period of maternity up to six weeks following delivery;
 - b. Hospital inpatient services for delivery of pre-natal or post-partum complications or for conditions which threaten to impair the outcome of the pregnancy; .
 - c. Complete newborn care for their infants; and
 - d. Homemaker service*.

4. To financially eligible high-risk newborns of Project mothers during the first year of life (under Project guidelines for high-risk criteria for infants):
 - a. Preventive health services, including immunizations, screening and periodic pediatric evaluations;
 - b. Complete diagnostic study if needed;
 - c. Complete medical and surgical treatment if needed;
 - d. Hospital inpatient services;
 - e. Drugs prescribed by Project physician;
 - f. Nutrition counselling*;
 - g. Social casework to supplement those services available from other agencies*;
 - h. Public health nursing*;
 - i. Transportation to and from medical facilities, when not otherwise available.

* Non-reimbursable services under Medicaid.

** To be reimbursed by DSSH if eligible for Medicaid.

ATTACHMENT D
CHILD HEALTH CONFERENCE

Services Available

1. Physician services, including medical examinations;
2. Nursing assessments*;
3. Immunizations;
4. Diagnostic services;
5. Screening;
6. Health supervision*;
7. Nutrition counselling*;
8. Parental education in child care, guidance and safety*;
9. Transportation;
10. Outreach service*;
11. Referral and followup*.

* Non-reimbursable services under Medicaid.

Any amendments made pursuant to this subsection shall be reduced to writing, duly signed and dated, and attached to the original of this Agreement. A PROVIDER's refusal to sign such amendments shall constitute grounds for termination by default.

c. Termination for Default of PROVIDER.

Unless the PROVIDER's default is excused under the provisions of this Agreement, the DEPARTMENT may, by written notice of default to the PROVIDER, terminate this Agreement if the PROVIDER fails to perform any of the provisions of this Agreement.

Termination shall be effective ten (10) days after written notice of default is sent by certified mail. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued.

d. Termination Arrangements.

The rights and remedies of the parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

If this Agreement is terminated the PROVIDER shall:

- (1) stop work under the Agreement on the date and to the extent specified by the DEPARTMENT or this Agreement;

- (2) settle all obligations and claims arising out of the performance of this Agreement, including completion of any reports and refund of any payments required to be made under this Agreement. The DEPARTMENT may withhold all pending requests for payment until the final expenditure report is received.

14. Waivers

Waiver by any party of any default of the other shall not be deemed to be a waiver of any subsequent default. Waiver by any party of breach of any provision of the Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be an amendment of the terms of the Agreement unless made in compliance with the provisions of paragraph 20.

15. Continuous Liaison Between the Parties

It is recognized that a continuing interagency liaison is needed to carry out the provisions of this Agreement effectively. The PROVIDER and DEPARTMENT will designate representatives to serve as liaison both at State and local levels.

16. Indemnification

The PROVIDER shall indemnify and save harmless the DEPARTMENT, and their officers, employees, and agents from and against any and all actions, claims, suits, damages, and costs arising out of or resulting from the acts or omissions of the

PROVIDER or the PROVIDER's officers, employees, agents, or subcontractors occurring during or in connection with the performance of the PROVIDER's services under this Agreement.

17. Reciprocal Referrals

A provision for reciprocal referral services is agreed upon in order to insure optimal utilization of benefits available under the respective agency programs. Referral procedures adopted jointly are described in the individual attachments.

18. A provision to coordinate plans for health services relating to eligible recipients is agreed upon, the procedures adopted jointly are described in the individual attachments.

19. A provision for early identification of eligible individuals under 19 years of age in need of medical and remedial services is agreed upon. The method for providing this service adopted jointly is described in the individual attachments.

20. Periodic Review and Joint Planning for Changes

This Agreement will be jointly reviewed for evaluation of policies and for planning for changes annually or earlier when requested by either the DEPARTMENT or the PROVIDER.


Both parties hereby expressly acknowledge the potential for substantial changes in Federal regulations or State laws applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes.

21. Provision Terms and Conditions Included in the Agreement

This Agreement, together with any attachments and schedules, attached hereto and incorporated herein by reference, represent the complete, total, and final understanding of the parties and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEPARTMENT OF SOCIAL SERVICES
AND HOUSING


Director

DEPARTMENT OF HEALTH


Director

APPROVED AS TO FORM

Deputy Attorney General, State of Hawaii